

# ***IVT—RIDE***

**Public Outreach and Marketing, Services  
Request For Proposal  
FY 2020—22**

**Requested by:**

**Mark Baza, Executive Director  
Imperial County Transportation Commission  
1503 N. Imperial Ave. Suite 104  
El Centro, Ca. 92243**

**PHONE: 760-592-4494  
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kathwilliams@imperialctc.org**



# THE IMPERIAL COUNTY TRANSPORTATION COMMISSION

## Request for Proposals For FY 2020 – 2022 IVT RIDE Public Outreach and Marketing

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### I. INTRODUCTION

The Imperial County Transportation Commission (ICTC) is conducting a competitive bid process to continue to provide public Dial-A-Ride services within specific service areas. The service is called **IVT RIDE**. The service has been in operation since July 1, 2014. This solicitation is for the continuation of the specific Public Outreach and Marketing services, and is circulated in anticipation of the continuation of the transit services.

ICTC is seeking the services of an individual or firm to develop and implement a bilingual (English and Spanish) public outreach program, website and marketing services for the specialized public paratransit service. The selected firm will work for ICTC and with contracted transit operator management staff. The selected firm or project staff must indicate some familiarity with and be willing to take direction on and incorporate marketing and advertising services with transit industry best practices and standards. The website must use technology that accommodates persons with disabilities. The current website is available for viewing at [www.ivtride.com](http://www.ivtride.com)

A contract award for the specific marketing services listed in this RFP is expected to be awarded by the Commission, before the Commission takes action on the continuation of the paratransit services contract. However, if the Commission does not approve a paratransit services contract, this marketing services contract may be delayed or even terminated. Prospective bidders should be aware that any work effort or expense completed under this contract after award, will then be compensated up to the date of termination.

This project is locally funded. No federal funds are anticipated to be used on this project.

### II. GENERAL BACKGROUND

ICTC is the regional transportation planning and programming agency (RTPA) for the Imperial Valley region. ICTC builds consensus, makes strategic plans, obtains and allocates resources, contracts for transit services and provides information on a broad range of topics pertinent to the Imperial Valley region's transportation services and infrastructure.

ICTC is an independent public agency governed by a Commission composed of city council members and county supervisors from each of the region's eight (8) local governments and the Imperial Irrigation District (IID). Membership includes the cities of Brawley, Calipatria, Calexico, El Centro, Holtville, Imperial, Westmorland, the County of Imperial and the IID.

ICTC administers contracts with third parties for the operation of the inter-city regional and intra-city circulator public bus systems. In addition, ICTC administers third party contracts for intra-city paratransit systems.

### III. PROJECT SCHEDULE

ICTC anticipates the process for nominating and selecting a consultant and awarding the contract will be according to the following tentative schedule:

A.	Advertise and Issue RFP	March 8, 2019
B.	Non mandatory Prebid meeting	March 29, 2019
C.	Proposal Due Date	April 12, 2019
D.	Provider Ranking and Staff Recommendation (non-public opening)	Week of April 15 <sup>th</sup> 2019
E.	Oral Interviews (if utilized)	April 29 <sup>th</sup> 2019
F.	Selection and Notification Award	April 2019 (estimate)
G.	Approval of Contract	May 2019 (estimate)
H.	Notice of Award/Notice to Proceed	May 2019 (estimate)
I.	Initial Year Marketing Plan implementation	June 2019
J.	Development of longer term marketing plan	July – Sept 2019

### IV. PROJECT SUMMARY

#### A. Project Background/Project Description

ICTC has a contract for paratransit service identified as *IVT RIDE*, branded with the colors of yellow, black and white. During the term of this marketing contract, ICTC is expected to extend the paratransit services contract, and eventually conduct an RFP for the services continuation. Prospective bidders for the marketing services are strongly encouraged to review the existing website to gain an understanding of the project located at [www.ivtride.com](http://www.ivtride.com).

The *IVT RIDE* logo and brand have been registered with the United States and Patent and Trademark office. The registration must be maintained and the selected firm may need to resubmit during the term of this marketing contract.

The dial-a-ride services are targeted for seniors (age 55 and above) and persons with disabilities. The purpose of this project is to provide information and guidance to seniors and persons with disabilities, regarding the points of contact, service locations, service

hours, unique features and availability of the service. The ultimate goal is to have a public outreach and marketing plan, as well as, a longer term marketing / advertising program for the sustainment of the service.

Of particular importance in any service or project developed for use within the Imperial region, is the fact that it includes extreme high heat conditions in the desert environment in the late spring, summer and fall months.

In addition, due to the proximity of the operating area to the international border with Mexico, the region has a high percentage of Spanish speaking monolingual passengers. All marketing efforts will require a bilingual counterpart that is suitable and effective for the region.

The production and installation, and periodic repair costs of bus graphics over the course of the three year contract should not be included in the budget for this proposal. These types of expenses are a part of the transit service maintenance budget for the contracted transit service operator.

The budget is inclusive of any proposed media buys and production. ICTC staff's intension is to be flexible to accommodate passenger demand. This means the selected proposal scope and budget may be adjusted and carried over between the years during the three year period, if determined that a particular media or medium is not effective, or, if a particular media or medium is effective. ICTC staff cannot guarantee that increased funding will be available in the future. Therefore, proposers are requested to use the fee established in the RFP on page 2 and provide their concept for the most effective method to accomplish the goals in the RFP

**B. Fee Estimate Range**

The estimate of the fee range for the completion of the project is \$50,000 to \$60,000 annually. The budget is to be established in the FY 2019-20 ICTC Overall Work Plan and Budget.

**C. Payment**

The ICTC desires to sign a three-year, fixed-price contract, effective with an anticipated start date of June 1 2019. An itemized price sheet is required from the Provider for the full three year period. However, in the event of service changes for any given year, the Provider and ICTC may negotiate a revised pricing prior to the start of each fiscal year.

The selected consultant will be paid by the fixed fee method, with itemized monthly invoices based on deliverables or portions of work completed. ICTC will retain 10% from each invoice to be settled annually.

## **V. SCOPE OF REQUIRED SERVICES**

### **Task 1:**

- a. Develop informative bilingual (English and Spanish) public outreach and marketing strategy for the *IVT RIDE* service and the need to keep the public informed, with telephone numbers provided by the transit service provider, and any other service changes, by June 28, 2019. Marketing plan should also contain an annual budgeted number of brochures, annual giveaway items i.e. logoed pens, sport bottles, key chains, magnets etc.
- b. Implement informative bilingual public outreach and marketing strategy approved by ICTC for the *IVT RIDE* service in July 2019.
- c. Develop a website for *IVT RIDE* by the end of June 28, 2019. The website should include but not be limited to general service information, pictures, schedule information, riders alerts/changes due to detours or inclement weather and points of contact. The consultant shall provide “modifying access” to the website. It is ICTC’s intention to provide short notice or immediate updates when required.

### **TASK II: Develop longer term marketing plan for FY 2021**

- a. Develop informative marketing strategy for the continued use of IVT RIDE service focused on seniors and persons with disabilities
- b. Implement marketing plan as approved by ICTC effective March 2020

### **TASK III: Develop marketing plan for FY 2022**

- a. Develop informative marketing strategy for the continued use of IVT RIDE service focused on seniors and persons with disabilities
- b. Implement marketing plan as approved by ICTC effective July 2021

## **VI. PROPOSAL REQUIREMENTS**

### **A. GENERAL**

1. The proposal should be concise, well organized and demonstrate the proposer’s qualifications and experience applicable to the project. The proposal shall be limited to 100 doublesided, inclusive of resumes, graphics, forms, pictures, artwork, photographs, cover letter, etc., but not of letters of commitment from subcontractors. Type size and margins for text pages should be in keeping with accepted standard formats for desktop publishing and processing and should result in no more than five hundred (500) words per page.

2. The written proposal must include a discussion of the proposer’s approach to the project, a breakdown and explanation of project tasks, a proposed project schedule, an estimate of costs and documentation of the firm and consultant’s qualifications for the scope of work. The cost estimate should be submitted in a separate sealed envelope.
3. The proposer will be evaluated based upon the information submitted in accordance with the evaluation criteria in Section XI, and compliance with all requirements of this RFP.

**B. Contents**

Proposals submitted in response to this RFP shall be in the following order and shall include:

1. *Executive Summary*

Include a 1-2 page overview of the entire proposal describing the most important elements of the proposal.

2. *Identification of the Proposer and Establishment of Proposer’s Fiscal Responsibility*

Please provide the following information:

- a. Legal name and address of proposer’s company.
- b. Number of years proposer’s company has been in business.
- c. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within the section for each member. If a corporation, certify that the corporation is in good standing with the Secretary of State.
- d. If a company is wholly-owned subsidiary of a “parent company,” provide the legal name and form of the parent company.
- e. Address(es) of primary office(s) that will work on this project.
- f. If DBE certified, identify certifying agency, as well as gender and ethnicity.
- g. Name, title, address, email address and telephone number of the person to contact concerning the proposal.

- h. State whether the proposer has filed bankruptcy in the last ten (10) years and provide any other relevant information concerning whether the proposer is financially capable of completing this project.
- i. Provide all applicable license numbers for licenses relevant to or required for this project, the names of the holders of those licenses, and the names of the agencies issuing those licenses.

3. *Experience and Technical Competence*

Describe the proposer's experience in completing similar consulting efforts. List three (3) successfully completed projects of a similar nature. For each completed project, provide the name of the company and project manager the proposer performed worked for, telephone numbers, type of work performed, and dollar value of the contracts. A project currently being performed may be submitted for consideration as one of these references.

4. *Proposed Method to Accomplish the Work*

Describe the proposer's technical and management approach to the project and how the proposer will plan for and accommodate each into the project effort. Provide a proposed project schedule. Discuss how and what lines of communication will be implemented to maintain the project schedule.

5. *Knowledge and Understanding of Local Environment and Relevant Laws*

Describe the proposer's experience working in the local environment and proposed local presence for interfacing with ICTC's Project Coordinator. The environment includes, but is not limited to: cities, county and other local agencies' regulations and policies. Describe proposer's experience with and knowledge of relevant State and Federal laws.

6. *Project Organization and Key Personnel*

a. Describe proposed project organization, including identification and responsibilities of key personnel. Indicate role and responsibility of prime consultants and all subconsultants, including DBE subconsultants. If applicable, indicate how local firms are being utilized to ensure a strong understanding of State and local laws, ordinances, regulations, policies, requirements and permitting. Indicate the extent of the commitment of key personnel for the duration of the project and furnish resumes of key

personnel. Provide an indication of the staffing level for the project. ICTC's evaluation of the proposal will consider the proposer's entire team; therefore, no changes in the team composition will be allowed without prior written approval of ICTC. Subconsultant letters of commitment are required.

b. Describe the experience of the proposer's project team in detail, including the team's project manager, and other key staff members, on projects of similar size, capacity, and dollar value. For each similar project, include the client's name and telephone number. It is ICTC's policy to interview proposer's references.

7. *ICTC's Disadvantaged Business Enterprise (DBE) Program and Discrimination Policy*

a. Proposers are urged to obtain disadvantaged business enterprise (DBE) participation on this project, although there is no project goal for DBE participation. It is ICTC policy to provide disadvantaged, minority, small business and women-owned business enterprises, as defined in Part 26, Title 49 CFR, an equitable opportunity to participate in all contracting opportunities. ICTC's DBE Program, which includes minority and women-owned business enterprises, is designed so that contract administration, consultant selection, and all related procurement activities are conducted without regard to race, color, religion, disability, political beliefs, age, national origin, gender, or cultural background. Accordingly, no firm or individual shall be denied the opportunity to compete for ICTC contracts by reasons so stated or implied.

b. ICTC requires all potential ICTC consultants to comply with Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act, as amended, and all other applicable discrimination laws. ICTC will not tolerate illegal discrimination or harassment by its consultants.

c. Describe the proposer's overall plan to make contracting opportunities available to all interested and qualified firms. This includes a strategy to identify the available subcontracting resources and a willingness to make subcontracting opportunities available to such firms.

d. Submit a subconsultant list, if applicable, which lists any subconsultants for this project, DBE status (if applicable), scope of



work, and approximate percentage of the work performed by subconsultants (as a percentage of the total award to the prime consultant). In accordance with current federal regulations, DBEs and joint ventures involving DBEs must be certified for eligibility by Caltrans, by other qualified Department of Transportation recipients or by other certifying public agencies. Documentation verifying DBE status must be submitted in the proposal for all firms (prime consultant or subconsultant) claiming such status.

8. *Previous Contracts with ICTC*

The proposer shall submit a list which indicates all prime contracts and/or amendments awarded to the proposer by ICTC for the last three (3) years. The list shall include a short description of the project, the project scope of work, award date, completion date, name of ICTC's assigned project manager, and contract value.

9. *Exceptions to this Request for Proposals*

The proposer shall certify whether it takes no exception(s) to this RFP, including but not limited to a sample Standard Agreement for Services (Attachment A). If the proposer does take exception(s) to any portion(s) of the RFP or contract, the specific portion(s) to which exception(s) is taken must be identified by section and page number and explanations provided. Failure to make exceptions to the RFP or contract will be deemed a waiver of any objection. Exceptions may be considered during the proposal evaluation process.

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual agreement" exceptions. Each technical exception must reference the particular section and page in the RFP that refers to the ICTC's requirements for easy reference.

10. *Addenda to this Request for Proposals*

The proposer shall confirm in its proposal the receipt of all addenda issued to this RFP.

11. *Statement of Impartiality*

The nature of this project requires an impartial unbiased approach on the part of the consultant team. This proposal shall include a statement declaring that the consultants and subconsultants are not currently, and will not, during the performance of these services, participate in any other

similar work involving a third party with interests currently in conflict or likely to be in conflict with ICTC's interests.

12. *Detailed Cost Estimate*

Provide an estimate of the total direct and indirect costs to complete all tasks identified in the scope of work. A detailed cost breakdown shall be provided identifying: 1) the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this project, including fringe and overhead costs; 2) an estimate of all other direct costs, such as material and reproduction costs; and 3) an estimate of subconsultant services, if needed.

13. *Confidential or Proprietary Information*

All proposals submitted in response to this RFP become the property of ICTC and are public records and, as such, may be subject to public review. Proposals and the documents constituting any contract entered into thereafter become the exclusive property of the ICTC and shall be subject to the California Public Records Act (Government Code Sections 6250 *et seq.*; "the Act"). The ICTC's use and disclosure of its records are governed by the Act.

Those elements in each proposal which the Provider considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "CONFIDENTIAL" or "PROPRIETARY" by the Provider. The ICTC will use its best efforts to inform the Provider of any request for disclosure of any such document. The ICTC shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the Provider considers exempt from disclosure, the ICTC will act as stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the ICTC is required to defend an action arising out of a request pursuant to the Act for any of the contents of the Provider's proposal marked "Confidential" or "Proprietary," the Provider shall defend and indemnify the ICTC from all liability, damages, costs and expense, including attorneys' fees, in any action or proceeding arising under the Act.

To ensure confidentiality, the Provider is instructed to enclose all "Confidential," "Proprietary, data in so marked sealed envelopes, which should then be included with the proposal. Because the proposal is available for review by any person after award of a contract resulting from an RFP, the ICTC shall not in any way be held responsible for disclosure of any

“Confidential” or “Proprietary” documents that are not contained in envelopes and prominently marked.

## VII. SUBMITTAL REQUIREMENTS

A. Proposals shall be submitted in two (2) sealed packages. Each package shall be clearly marked and indicating which services the responses pertain to. The proposal shall be held in confidence until the award of the contract. At that time it becomes a matter of public record. The individual price proposal sheet shall be retained as proprietary and confidential, if so marked as “confidential.”

1. Provider shall submit package No. 1 with one (1) original, four (4) copies and one PDF each marked “*IVT RIDE Public Outreach and Marketing Technical Proposal.*” The package shall bear the Provider’s name and address.

2. Provider shall submit package No. 2 with one (1) original and four (4) copies in a sealed envelope marked “*IVT RIDE Public Outreach and Marketing Cost/Price Proposal.*” The envelope shall bear the Provider’s name and address.

B. The proposal transmittal letter and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the proposer.

C. The proposal must be addressed to and received no later than 3 P.M., local time, on **April 12, 2019** at the office of:

Mark Baza, Executive Director  
Imperial County Transportation Commission  
1503 N. Imperial Suite 104  
El Centro, CA. 92243

Postmarks will not be accepted in lieu of this requirement.

D. Proposals are to be submitted in sealed packages with the following information clearly marked on the outside of each package.

1. Name of proposer
2. Project title
3. Package Number (e.g., 1 of 2)

- E. Failure to comply with requirements of the RFP may result in disqualification. ICTC is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in proposals. If a proposal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. ICTC reserves the right to disqualify a proposed detailed cost estimate with mathematical or clerical errors, inconsistencies or missing information which prevent ICTC from fully evaluating the proposal. ICTC may, but is not required to, seek clarification from a proposer regarding information in a proposal. Errors and ambiguities in proposals will be interpreted in favor of ICTC.
- F. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered.

## **VIII. PRE-SUBMITTAL ACTIVITIES**

### **A. Questions Concerning Request for Proposals**

A non-mandatory pre-proposal conference will be held at **10:00AM on March 29, 2019** at the ICTC conference room at 1503 N. Imperial Ave. Suite 104, El Centro CA, 92243. Attendance is encouraged but not mandatory.

An option to attend via teleconference is also available. Participants of the teleconference do so at their own risk. ICTC will not be responsible for loss of connections or inability to hear and participate in the conversation due to other technical issues.

Call in Number : 1-800-920-7487 Participant Code: 5514367#

Questions must be received in writing via mail, facsimile, E-mail or hand delivery no later than **3 P.M. local time, on March 27, 2019** addressed to:

Kathi Williams, Project Coordinator  
Imperial County Transportation Commission  
1503 N. Imperial Suite 104  
El Centro, CA. 92243  
760-592-4494  
e-mail: [Kathiwilliams@imperialctc.org](mailto:Kathiwilliams@imperialctc.org)

### **B. Revision/Addendum/Cancellation to the Request for Proposals**

ICTC reserves the right to revise or cancel the RFP, or issue addendum prior to the date that proposals are due. Revisions, cancellations or addendums to the RFP shall be posted on the ICTC website at [www.imperialctc.org](http://www.imperialctc.org) least one full

business day prior to the deadline for proposals. It is the responsibility of the proposer to contact the ICTC project coordinator and check the Web site for any revisions related to this RFP.

## **IX. RESPONSIBILITIES OF THE ICTC**

- A. The ICTC will direct the development of the project, provide management oversight, coordinate communications and introductions, and conduct administrative arrangements.
- B. The ICTC will pay an agreed upon amount within 30 days after submittal of an invoice(s). The ICTC will retain 10% of each invoice annually.
- C. The ICTC will not be able to provide dedicated workspace facilities i.e. office space. However, arrangements can be made to utilize conference room space.

## **X. CONSULTANT EVALUATION AND SELECTION PROCESS**

- A. ICTC will establish an evaluation committee (“Committee”) for this project that may include representatives from ICTC and its member agencies with experience and expertise in the related discipline(s).
- B. Based upon the proposals submitted, the Committee may select a short-list of qualified firms for this project. The short listed firms will be invited for oral interviews. The consultant’s project lead or manager will then be expected to make a presentation to the Committee that summarizes the creative public outreach and associated approach recommended for this project.
- C. ICTC reserves the right to make final consultant selection based solely upon evaluation of the written proposals, without short-listing firms or conducting oral interviews, should it find it to be in its best interest to do so. The Committee may interview the short-listed firms. Based upon the written proposal, interview, and reference scores, and other appropriate evaluation factors, the Committee will rank the qualified finalists.
- D. The Committee will recommend the top-ranked proposer to ICTC’s Executive Director who will request Commission authority to award a contract. The Commission has final authority for selection. The proposer selected will be sent a Notice of Award/Notice to Proceed.

## **XI. EVALUATION CRITERIA**

Proposers will be evaluated on the following criteria according to the weights assigned below. If oral interviews are conducted, they will be worth 25 points. ICTC reserves the

right to add the proposers' interview scores into the evaluation criteria or to select proposers based solely upon their written proposal.

Proposers will be evaluated on the following criteria according to the weights assigned below.

**A. Project Technical Experience [20 Points]**

Qualified consultants will have a variety of experience in performing similar projects with public, government, private, not-for-profit, and other agencies

**B. Proposed Methodology and Approach to Work [30 Points]**

Proposers must demonstrate the ability to carry out the project by meeting the proposal requirements identified. High quality, creative, tactful, and complete proposals showing proposer's understanding of the project and willingness to comply with standard contract requirements will receive higher scores in this category. While proposers are required to meet the goals and deadlines for the project as described in this RFP, proposers may receive higher scores in this category if they demonstrate innovative, creative, unique and advanced and/or well-thought-out methodologies that ICTC may not have specifically identified in this RFP.

**C. Project Team / Staff Qualifications [25 Points]**

Project staff qualifications include an appropriate level or combination of education, licensing, experience, education and background for the project, with additional points for documented experience in transit marketing, design, etc.

**D. Cost or Best Value [15 Points]**

Proposals will be evaluated for providing the most creative, responsive and thorough approach, at the lowest cost.

**E. Completeness of Response/ References [10 Points]**

References in the proposals will be evaluated. ICTC's inability to obtain positive feedback on a proposer during reference checks or to confirm a proposer's history of financial responsibility may reduce that proposer's score in this category.

## **XII. SPECIAL CONDITIONS**

### **A. Reservations**

This RFP does not commit ICTC to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. ICTC may reject bids without providing the reason(s) underlying the declination. A failure to award a contract to the lowest bidder will not result in a cause of action against ICTC.

### **B. Public Records**

All proposals submitted in response to this RFP become the property of ICTC and public records and, as such, may be subject to public review.

### **C. Right to Cancel**

ICTC reserves the right to cancel or revise, for any reason, in part or in its entirety, this RFP. If ICTC cancels the RFP prior to the deadline for proposals or revises the RFP, notification will be placed on ICTC's Web site, [www.imperialctc.org](http://www.imperialctc.org)

### **D. Additional Information**

ICTC reserves the right to request additional information and/or clarification from any or all proposers to this RFP, but is under no obligation to do so.

### **E. Conflict of Interest**

ICTC has established a policy concerning potential conflict of interest in program management, design and construction. This policy applies to all proposers and their proposed consultants/subconsultants. See Standard Sample Agreement for Services (Attachment C) for any additional information and any required certifications by consultants and their subconsultants.

### **F. Public Information**

Consultants who wish to release information to the public regarding consultant selection, contract award or data provided by ICTC must receive prior written approval from ICTC before disclosing such information to the public.

### **G. Data Collection**

Upon completion of this project, the accumulated documentation becomes the property of the ICTC. The selected consultant will turn over all data, documents,

reports, graphs, maps etc. to the ICTC staff upon the delivery of the final report.,

#### **H. Contract for Services**

The selected consultants will be required to sign a customized version of the attached “Standard Sample Agreement for Services” (Attachment C) and to provide the insurance certificates and all other required documentation within fifteen (15) calendar days of issuance of the Notice of Intent to Award.

### **XIII. PROTESTS**

ICTC will consider all protests regarding the contracting process or the award of a contract submitted by 4:00 P.M. on the deadlines discussed below. ICTC will only review protests submitted by an actual or prospective proposer or someone else whose direct economic interest would be affected by the award of a contract or by failure to award a contract. A protest by any adversely affected person must be made in writing and must be mailed or hand delivered to ICTC. A protest which does not strictly comply with ICTC’s protest procedures will be rejected.

Protests relating to the content of the RFP package must be filed within ten (10) business days after the date the RFP is made available to the public by ICTC. Protests relating to the intent to make an award solicited by an RFP must be filed within ten (10) business days of the decision to award. The date of filing shall be the date of receipt of protests by ICTC. Untimely protests will be rejected.

If deemed necessary, ICTC shall notify all proposers of record that a protest has been filed and that the award has been postponed until further notice. If necessary, proposers will be asked to extend the time for acceptance of their proposal in order to avoid the need for re-advertisement of the solicitation.

#### **A. Protest Contents**

A letter of protest must set forth detailed grounds for the protest and be fully supported with technical data, documentary evidence, names of witnesses and other pertinent information related to the subject being protested. The protest must also state the law, rule, regulation or practice on which the protest is based. The protestor must demonstrate or establish a clear violation of a specific law or regulation.

If the protestor considers that the protest contains proprietary material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest document, and alleged proprietary information shall be so identified wherever it appears.



Protests shall be addressed to:

Kathi Williams, Project Coordinator  
Imperial County Transportation Commission  
1503 N. Imperial Ave. Suite 104  
El Centro, CA 92243

**B. Reply to Protest**

An ICTC Protest Committee appointed by the Executive Director will review all protests in a timely manner and reply to the protest, in writing, within ten (10) business days. All material submitted by the protestor will be considered. Such material will not be withheld from any interested party outside of ICTC or any agency which may be involved with the contract except to the extent that the withholding of information is permitted or required by law or regulation.

**C Request for Protest Reconsideration**

Upon receipt of an adverse decision by the Executive Director of the ICTC, the protestor may file a request for protest reconsideration. A request for protest reconsideration must be directed to the Executive Director in writing and received within ten (10) full business days from the postmark date of the reply from ICTC.

The Executive Director will respond to the request for protest reconsideration within ten (10) full business days and schedule a review with the Commission. The decision of the Commission will be final. No further protests will be heard by ICTC.

**D. State Appeal Process**

Under certain limited circumstances, and after the protestor has exhausted all administrative protest remedies made available at the local level, an interested party may protest to the California Department of Transportation (Department).

Department review of any protest will be limited to:

1. Local agency's failure to have or follow its own protest procedures or its failure to review a complaint or protest.
2. Violations of the Federal or State law or regulations.

The protest filed with Department shall include:

1. The name and address of the protester.
2. Clear identification of the local agency responsible for the RFP process.
3. A statement of the grounds for protest and any supporting documentation (the grounds for protest filed with Department must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations).
4. A copy of the protest filed with the local agency, and a copy of local agency's decision, if any.
5. Indication of the desired ruling or relief from Department.

The California Department of Transportation  
Division of Rail and Mass Transportation  
P.O. Box 942874 - MS 39  
Sacramento, CA 942874-0001”

APPENDICES:

- A. Sample Proposal Evaluation Form
- B. Current Service Brochure
- C. Sample Consulting Agreement

# PROPOSAL EVALUATION FORM

DATE: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_

RESPONDENT: \_\_\_\_\_

PROJECT: IVT RIDE Public Outreach and Marketing Project

CRITERIA	MAXIMUM POINTS	SCORE
1. Project Technical and Related Experience	20	
2. Methodology and Approach	30	
3. Staff and Team's Qualifications	25	
4. Cost and Best Value	15	
6. Completeness and References	10	
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**TOTAL SCORE:** \_\_\_\_\_

Comments:



### WHAT IS IVT RIDE?

IVT RIDE provides curb to curb transportation services upon advance reservations. The IVT RIDE buses are equipped with ramps to accommodate individuals with mobility needs. In addition, IVT RIDE drivers have received specialized training to assist you in getting in and out of the buses. IVT RIDE drivers provide other specialized support to ensure that individuals with functional and mobility needs have a comfortable and safe ride to and from their chosen destination. IVT RIDE will transport you to and from any location within the service area inside the City limits of Brawley, Calexico, El Centro, Imperial and West Shores.

### WHO IS ELIGIBLE TO USE IVT RIDE?

Transportation on IVT RIDE is for seniors age 55 years and over, and, for persons with disabilities in accordance with American with Disabilities Act (ADA) 1990. All persons who wish to use IVT RIDE must complete an intake form and show picture ID to the IVT RIDE Intake Coordinator. For additional information or to request an Intake Form, please call (760) 337-1760



### HOW DO I MAKE A RESERVATION?

Reservations may be made one day to two weeks in advance of your planned trip. Same day requests for service may be honored ONLY if seats and vehicles are available. Booking your trip early will help to ensure convenient pick-up and drop-off times closer to your preferred schedule. It is requested that all riders make an effort to book their trips at least 48 hours in advance.

To speak to a reservations specialist, please call (760) 337-1760 Monday thru Saturday from 6:00AM to 6:00PM and on Sunday (Calexico only) from 7:00AM to 5:00PM.

When you call, please have your name, ID number, address, phone number, and where and when you want to travel. Please provide the reservationist with an actual street address whenever possible. Be sure to mention if you use a wheelchair or other mobility device, and if you will be accompanied by a personal care attendant. We may also ask you about the purpose of your trip in order to gather additional information on our riders' needs which will help us to provide better service in the future.

**\*REMEMBER TO SCHEDULE THE RETURN TRIP AT THE SAMETIME!**

### HOW TO USE IVT RIDE?

Please be at the curb and ready to depart when the IVT RIDE vehicle arrives to pick you up. Drivers may leave if kept waiting for more than five minutes, in order to keep the schedule and quality of service for other IVT RIDE riders. Also, if you need to cancel or to change your schedule for any reason, please call our office at least 4 hours ahead of your scheduled pick-up time so that we may schedule another rider in your reserved time slot.

### HOLIDAYS

The system does not operate on the following Holidays:

- New Year's Day
- M.L King's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day



### Office Hours:

- Brawley: 7:00 am a 6:00 pm
  - Calexico: 7:00 am a 5:00 pm
  - El Centro: 7:00 am a 6:00 pm
  - Imperial: 6:45 am a 5:15 pm
  - Westshores: 6:00 am a 5:00 pm
- 792 E. Ross Avenue • El Centro, CA



[www.ivtride.com](http://www.ivtride.com)

For more information, please call  
**(760) 337-1760**

Title of the Civil Rights Act of 1964

The Imperial County Transportation Commission and its transit operators are committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color or national origin as protected by the Title VI of the Civil Rights Act of 1964, as amended, if you believe you have been subjected to discrimination under Title VI, you may file a written complaint with the ICTC Executive Director 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243

# Ride with Us!



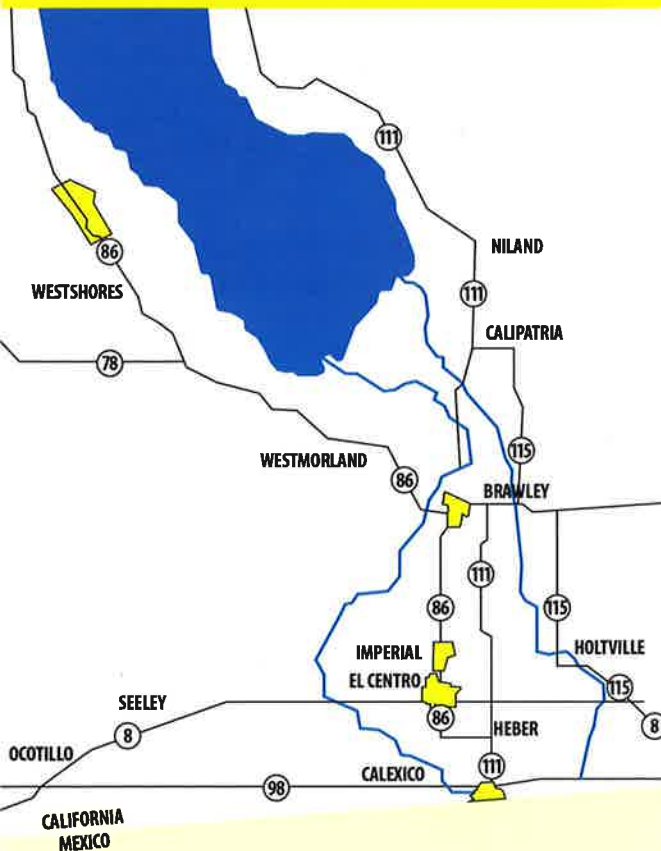
# ¡Súbete!



[www.ivtride.com](http://www.ivtride.com)  
**(760) 337-1760**



A service provided by the  
Imperial County Transportation Commission



**SERVICE AREA MAP  
ÁREA DE SERVICIO**

**DÍAS FESTIVOS**

El Sistema no opera los siguientes días festivos

- Año Nuevo
- Día de M.L. King
- Día de los Presidentes
- Memorial Day
- Día de la Independencia
- Día del trabajo
- Día de los Veteranos
- Día de Acción de Gracias
- Navidad



**Horas de Oficina:**

- Brawley: 7:00 am a 6:00 pm
  - Calexico: 7:00 am a 5:00 pm
  - El Centro: 7:00 am a 6:00 pm
  - Imperial: 6:45 am a 5:15 pm
  - Westshores: 6:00 am a 5:00 pm
- 792 E. Ross Avenue • El Centro, CA



[www.ivtride.com](http://www.ivtride.com)

Para más información llame:  
**(760) 337-1760**

Título VI de la Ley de Derechos Civiles de 1964

La Comisión de Transporte del Condado de Imperial y sus operadores de tránsito están comprometidos a garantizar que ninguna persona sea excluida, o les sean negados los beneficios de sus servicios debido a su raza, color o nacionalidad tal y como lo protege el Título VI de la Ley de Derechos Civiles de 1964, según enmiendo, si usted cree que ha sido objeto de discriminación bajo el Título VI, puede presentar una queja por escrito al Director Ejecutivo de ICTC, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.



**¿QUÉ ES IVT RIDE?**

IVT RIDE brinda servicios de transporte de acera a acera con previa reservación vía telefónica. Los autobuses de IVT RIDE están equipados con rampas para ayudar a personas con diferentes necesidades de movilidad. Además, el personal de IVT RIDE ha recibido capacitación especializada para ayudarle a subir y bajar del autobús. Los conductores de IVT RIDE brindan apoyo especializado para asegurar que todos los pasajeros con diferentes necesidades de movilidad tengan un viaje cómodo y seguro desde y hacia sus destinos elegidos. IVT RIDE le brinda servicios de transporte dentro del área de servicio dentro del límite de las ciudades de Brawley, Calexico, El Centro, Imperial y West Shores.

**¿QUIÉN CALIFICA PARA VIAJAR?**

El transporte de IVT RIDE es para adultos mayores, de 55 años o más, y para personas que califican bajo la Ley de Americanos con Discapacidades (ADA) de 1990. Todas las personas que deseen utilizar IVT RIDE deberán llenar una solicitud de admisión y presentar una identificación con fotografía al Coordinador de Admisiones de IVT RIDE. Para obtener más información o una solicitud de Admisión, favor de llamar al (760) 337-1760.

**¿CÓMO HACER UNA RESERVACIÓN?**

Las reservaciones pueden hacerse con un día o hasta con dos semanas de anticipación. Las solicitudes de servicio para el mismo día se respetan solo si hay asientos y vehículos disponibles. Reservar su viaje con anticipación le ayuda a asegurar un horario más conveniente según sus necesidades de transporte. Se recomienda que todos los pasajeros reserven sus citas con 48 horas de anticipación.

Para reservar una cita favor de llamar al (760) 337-1760 de lunes a sábado de 6:00AM a 6:00PM y domingos (solo en Calexico) de 7:00AM a 5:00PM.

Cuando llame, por favor tenga a la mano su nombre, domicilio, teléfono, y el destino de donde sale y al que desea ir. Por favor proporcione una dirección exacta cuando sea posible. Asegúrese de mencionar si lleva acompañante y/o si utiliza silla de ruedas o cualquier otro aparato necesario para su movilidad. Puede que el personal le pregunte el motivo de su viaje con el fin de reunir información adicional sobre las necesidades de nuestros pasajeros, lo que nos ayudará a ofrecer un mejor servicio a futuro.

**\*RECUERDE RESERVAR SU REGRESO AL MISMO TIEMPO!**

**¿CÓMO UTILIZAR IVT RIDE?**

Favor de estar en la acera y listo para partir cuando el autobús de IVT RIDE llegue por usted. Los conductores pueden marcharse después de 5 minutos para garantizar un servicio de calidad y a tiempo a los otros pasajeros de IVT RIDE. Si usted necesita cancelar o hacer algún cambio en su horario por cualquier razón, favor de llamar a nuestra oficina por lo menos cuatro horas antes de la hora programada para poder acomodar a otro pasajero en ese horario.



1 **AGREEMENT FOR SERVICES**

2  
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this \_\_\_\_\_ day  
4 of \_\_\_\_\_, 2018, is by and between the **IMPERIAL COUNTY TRANSPORTATION**  
5 **COMMISSION** (“ICTC”) and [business name] [business type] (“CONSULTANT”) (individually,  
6 “Party;” collectively, “Parties”).

7 **WITNESSETH**

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide  
9 professional services for [specify services] (“the Project”); and

10 **WHEREAS**, ICTC desires to engage CONSULTANT to provide services by reason of its  
11 qualifications and experience for performing such services, and CONSULTANT has offered to provide the  
12 required services for the Project on the terms and in the manner set forth herein.

13 **NOW, THEREFORE**, ICTC and CONSULTANT have and hereby agree to the following:

14 1. DEFINITIONS.

15 1.1. “RFP” shall mean ICTC’s request for proposals entitled “Imperial County Transportation  
16 Commission (ICTC) [name of RFP]” dated [date]. The RFP is attached as **Exhibit “A”** and incorporated  
17 herein by this reference.

18 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Proposal to Provide: [name of  
19 proposal]” dated [date]. The Proposal is attached as **Exhibit “B”** and incorporated herein by this reference.

20 2. CONTRACT COORDINATION.

21 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the  
22 progress and execution of this Agreement. [name of manager] is hereby designated as the Contract  
23 Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this  
24 Agreement require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be  
25 subject to the prior written acceptance and approval of ICTC.

26 ///

27 ///

28 ///

1 3. DESCRIPTION OF WORK.

2 3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the  
3 event of a conflict among this Agreement, the RFP and the Proposal, the RFP shall take precedence over the  
4 Proposal and this Agreement shall take precedence over both.

5 3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour  
6 rate set forth in Exhibit "B".

7 4. WORK TO BE PERFORMED BY CONSULTANT.

8 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the RFP,  
9 Proposal and this Agreement.

10 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full  
11 performance of the obligations assumed by CONSULTANT hereunder.

12 4.3. CONSULTANT shall:

13 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that  
14 may be necessary and incidental to the due and lawful prosecution of the services to be performed  
15 by CONSULTANT pursuant to this Agreement;

16 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully  
17 informed of all applicable existing and proposed federal, state and local laws, ordinances,  
18 regulations, orders and decrees which may affect those engaged or employed under this Agreement,  
19 any materials used in CONSULTANT's performance under this Agreement or the conduct of the  
20 services under this Agreement;

21 4.3.3. At all times observe and comply with, and cause all of its employees to observe and  
22 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

23 4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers  
24 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,  
25 drawings, specifications or provisions of this Agreement.

26 4.4. Any videotape, reports, information, data or other material given to, or prepared or  
27 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be  
28 made available to any individual or organization by CONSULTANT without the prior written approval of

1 ICTC. The preceding restriction shall not apply to information which is in the public domain, was  
2 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no  
3 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT  
4 comes into the public domain. CONSULTANT shall not be restricted from releasing information,  
5 including confidential information, in response to a subpoena, court order, or other legal process.  
6 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall  
7 promptly notify ICTC in writing of the demand for information before responding to such demand.

8 5. REPRESENTATIONS BY CONSULTANT.

9 5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple  
10 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields  
11 and understands that ICTC is relying upon such representation.

12 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity  
13 possessing all required licenses and authorities to do business in the State of California and perform all  
14 aspects of this Agreement.

15 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or  
16 provide any other services, or materials, in connection therewith until CONSULTANT has received  
17 written authorization from ICTC to do so.

18 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf  
19 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind  
20 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

21 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who  
22 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses  
23 and authorities, as well as the experience and training, to perform such tasks.

24 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are  
25 true and correct.

26 5.6. CONSULTANT understands that ICTC considers the representations made herein to be  
27 material and would not enter into this Agreement with CONSULTANT if such representations were not  
28 made.



1 6. COMPENSATION.

2 The total compensation payable under this Agreement shall not exceed [ ] dollars (\$[ ]) unless  
3 otherwise previously agreed to by ICTC.

4 7. PAYMENT.

5 CONSULTANT will bill ICTC on a time and material basis upon completion of the project or as set  
6 forth in the cost schedule attached hereto as **Exhibit "C"**. ICTC shall pay CONSULTANT for completed  
7 and approved services upon presentation of its itemized billing. Notwithstanding the foregoing, ICTC shall  
8 retain 10% of the total compensation until the work to be performed has been completed in accordance with  
9 this Agreement, as determined by ICTC, and payment in full of all subcontractors of CONSULTANT.

10 8. METHOD OF PAYMENT.

11 8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to ICTC a  
12 written claim for compensation for services performed. The claim shall be in a format approved by ICTC.  
13 CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the  
14 normal course of business within thirty (30) days after the claim is submitted.

15 9. TERM AND TIME FOR COMPLETION OF THE WORK.

16 9.1. This Agreement shall commence on the date first written above and shall remain in effect  
17 through completion of the Project unless otherwise terminated as provided herein.

18 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are  
19 approved by both ICTC and CONSULTANT's Contract Manager. Time extensions may be allowed for  
20 delays caused by ICTC, other governmental agencies, or factors not directly brought about by the  
21 negligence or lack of due care on the part of CONSULTANT.

22 10. SUSPENSION OF AGREEMENT.

23 ICTC shall have the authority to suspend this Agreement, wholly or in part, for such period as  
24 deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform  
25 any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the  
26 date of suspension.

27 11. SUSPENSION AND/OR TERMINATION.

28 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying

1 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and  
2 payable to the date of termination; provided, however, if this Agreement is terminated for fault of  
3 CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of  
4 CONSULTANT's services which have been performed in accordance with the terms and conditions of this  
5 Agreement. Said compensation is to be arrived at by mutual agreement between ICTC and  
6 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be  
7 appointed and the decision of the arbitrator shall be binding upon the Parties.

8 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all  
9 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,  
10 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the  
11 permanent property of ICTC.

12 12. INSPECTION.

13 CONSULTANT shall furnish ICTC with every reasonable opportunity for ICTC to ascertain that  
14 the services of CONSULTANT are being performed in accordance with the requirements and intentions of  
15 this Agreement. All work done and materials furnished, if any, shall be subject to ICTC's inspection and  
16 approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill  
17 its Agreement as prescribed.

18 13. OWNERSHIP OF MATERIALS.

19 All original drawings, videotapes and other materials prepared by or in possession of  
20 CONSULTANT pursuant to this Agreement shall become the permanent property of ICTC and shall be  
21 delivered to ICTC upon demand.

22 14. INTEREST OF CONSULTANT.

23 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any  
24 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the  
25 performance of the services hereunder.

26 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or  
27 person having such an interest shall be employed.

28

1           14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to  
2 this Agreement is an officer or employee of ICTC.

3 15. INDEMNIFICATION.

4           A. Indemnity for Professional Services. To the furthest extent allowed by law, Consultant  
5 shall indemnify, hold harmless and defend ICTC and its members, board members, officers, officials,  
6 employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and  
7 damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at  
8 any time and property damage), and from any and all claims, demands and actions in law or equity  
9 (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the  
10 negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents  
11 or volunteers in the performance of professional services under this Agreement.

12           B. Other Indemnities. Other than in the performance of professional services, and to the  
13 fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and its  
14 members, board members, officers, officials, employees, agents and volunteers from any and all loss,  
15 liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,  
16 including but not limited to personal injury, death at any time and property damage), and from any and  
17 all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation  
18 expenses) arising or alleged to have arisen directly or indirectly out of performance of this Agreement.  
19 Consultant's obligations under the preceding sentence shall apply regardless of whether ICTC or any of  
20 its members, board members, officers, officials, employees, agents or volunteers are negligent, but shall  
21 not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross  
22 negligence, or caused by the willful misconduct, of ICTC, or any of its members, board members,  
23 officers, officials, employees, agents or volunteers.

24           C. If Consultant should subcontract all or any portion of the services to be performed under  
25 this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend  
26 ICTC and its members, board members, officers, officials, employees, agents and volunteers in  
27 accordance with the terms of the preceding paragraphs.

28           D. This section shall survive termination or expiration of this Agreement.

1 16. INDEPENDENT CONTRACTOR.

2 In all situations and circumstances arising out of the terms and conditions of this Agreement,  
3 CONSULTANT is an independent contractor, and as an independent contractor, the following shall  
4 apply:

5 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the  
6 requirements and results specified by this Agreement or any other agreement.

7 16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results  
8 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject  
9 to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of  
10 the requirements of this Agreement.

11 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, ICTC, and  
12 ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation  
13 coverage or any other type of employment or worker insurance or benefit coverage required or provided  
14 by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICTC.

15 16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC shall not  
16 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age  
17 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability  
18 program required or provided by any Federal, State or local law or regulation.

19 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or  
20 make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan,  
21 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan,  
22 or coverage designated for, provided to, or offered to ICTC's employee.

23 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local  
24 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

25 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent  
26 and conduct itself as an independent contractor, not as an employee of ICTC.

27 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind  
28 or obligate ICTC in any way without the written consent of ICTC.

1 17. INSURANCE.

2 Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and  
3 effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by  
4 the California Insurance Commissioner to do business in the State of California and rated not less than  
5 "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by ICTC's Executive  
6 Director or his/her designee at any time and in his/her sole discretion. The following policies of  
7 insurance are required:

8 (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the  
9 most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form  
10 CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising  
11 injury" with coverage for premises and operations (including the use of owned and non-owned  
12 equipment), products and completed operations, and contractual liability (including, without limitation,  
13 indemnity obligations under the Agreement) with limits of liability of not less than the following:

14 \$2,000,000 per occurrence for bodily injury and property damage

15 \$1,000,000 per occurrence for personal and advertising injury

16 \$4,000,000 aggregate for products and completed operations

17 \$4,000,000 general aggregate

18 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as  
19 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,  
20 and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code  
21 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and  
22 property damage.

23 (iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

24 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000  
25 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

26 (v) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to  
27 Consultant's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$2,000,000  
28 policy aggregate.

1 In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the  
2 minimum limits of insurance set forth above, this insurance policy(ies) shall “follow form” and afford  
3 no less coverage than the primary insurance policy(ies).

4 Consultant shall be responsible for payment of any deductibles contained in any insurance policies  
5 required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.  
6 Any deductibles or self-insured retentions must be declared to, and approved by, the ICTC’s Executive  
7 Director or his/her designee in his/her sole discretion. At the option of the ICTC’s Executive Director or  
8 his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured  
9 retentions as respects ICTC, its members, board members, officers, officials, employees and agents; or  
10 (ii) Consultant shall provide a financial guarantee, satisfactory to the ICTC’s Executive Director or  
11 his/her designee in his/her sole discretion, guaranteeing payment of losses and related investigations,  
12 claim administration and defense expenses. At no time shall ICTC be responsible for the payment of  
13 any deductibles or self-insured retentions.

14 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall  
15 not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written  
16 notice has been given to ICTC. Upon issuance by the insurer, broker, or agent of a notice of  
17 cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish ICTC with a  
18 new certificate and applicable endorsements for such policy(ies). In the event any policy is due to  
19 expire during the work to be performed for ICTC, Consultant shall provide a new certificate, and  
20 applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the  
21 expiration date of the expiring policy.

22 The General Liability and Automobile Liability insurance policies shall be written on an  
23 occurrence form. The General Liability (including ongoing operations and completed operations) and  
24 Automobile Liability insurance policies shall name ICTC, its members, board members, officers,  
25 officials, employees and agents as an additional insured. All such policies of insurance shall be  
26 endorsed so Consultant’s insurance shall be primary and no contribution shall be required of ICTC, its  
27 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall  
28 contain no special limitations on the scope of protection afforded to ICTC, its members, board members,

1 officers, officials, employees and agents. Should Consultant maintain insurance with broader coverage  
2 and/or limits of liability greater than those shown above, ICTC requires and shall be entitled to the  
3 broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance  
4 proceeds in excess of the specified minimum limits of insurance and coverage shall be available to  
5 ICTC.

6 If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made  
7 coverage form:

8 (i) The retroactive date must be shown, and must be before the effective date of this Agreement  
9 or the commencement of work by Consultant.

10 (ii) Insurance must be maintained and evidence of insurance must be provided for at least 5  
11 years after completion of the work or termination of the Agreement, whichever first occurs.

12 (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy  
13 form with a retroactive date prior to the effective date of the Agreement, or work commencement date,  
14 Consultant must purchase extended reporting period coverage for a minimum of 5 years after  
15 completion of the work or termination of the Agreement, whichever first occurs.

16 (iv) A copy of the claims reporting requirements must be submitted to ICTC for review.

17 (v) These requirements shall survive expiration or termination of the Agreement.

18 Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting  
19 coverage required hereunder. **All certificates and applicable endorsements are to be received and**  
20 **approved by ICTC's Executive Director or his/her designee in his/her sole discretion prior to**  
21 **ICTC's execution of the AGREEMENT and before work commences.** Upon request of ICTC,  
22 Consultant shall immediately furnish ICTC with a complete copy of any insurance policy required under  
23 this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and  
24 correct copy of the original policy. This requirement shall survive expiration or termination of this  
25 Agreement.

26 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-  
27 Consultants fail to maintain any required insurance in full force and effect, all work under this  
28 Agreement shall be discontinued immediately, until notice is received by ICTC that the required

1 insurance has been restored to full force and effect and that the premiums therefore have been paid for a  
2 period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for  
3 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve  
4 Consultant of its responsibilities under this Agreement.

5 The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the  
6 liability of Consultant, including, without limitation, liability under the indemnity provisions of this  
7 Agreement. The duty to indemnify ICTC shall apply to all claims and liability regardless of whether any  
8 insurance policies are applicable. The policy limits do not act as a limitation upon the policy limits do  
9 not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or  
10 purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the  
11 liability of Consultant, its principals, officers, agents, employees, persons under the supervision of  
12 Consultant, vendors, suppliers, invitees, sub-Consultants, or anyone employed directly or indirectly by  
13 any of them.

14 If Consultant should subcontract all or any portion of the services to be performed under this  
15 Agreement, Consultant shall require each sub-Consultant to provide insurance protection in favor of  
16 ICTC, its members, board members, officers, officials, employees, agents and volunteers in accordance  
17 with the terms of each of the preceding paragraphs, except that the sub-Consultant's certificates and  
18 endorsements shall be on file with Consultant and ICTC prior to the commencement of any work by the  
19 sub-Consultant.

20 18. ASSIGNMENT.

21 Neither this Agreement nor any duties or obligations hereunder shall be assignable by  
22 CONSULTANT without the prior written consent of ICTC. CONSULTANT may employ other  
23 specialists to perform services as required with prior approval by ICTC.

24 19. NON-DISCRIMINATION.

25 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate  
26 against any employee or applicant for employment or employee of ICTC or member of the public  
27 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the  
28 evaluation and treatment of its employees and applicants for employment and employees and members



1 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the  
2 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of  
3 the Fair Employment Housing Commission implementing Government Code §12900 set forth in  
4 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this  
5 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the  
6 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and  
7 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities  
8 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.  
9 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with  
10 which it has a collective bargain or other agreement. CONSULTANT shall include the non-  
11 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant  
12 to this Agreement.

13 20. NOTICES AND REPORTS.

14 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given  
15 by personal delivery or by mailing by certified mail, addressed as follows:

16 **ICTC**

17 Attn: Executive Director  
18 Imperial County Transportation Commission  
19 1503 N. Imperial Ave., Ste 104  
20 El Centro, CA 92243

**CONSULTANT**

Attn: Project Manager

21 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or  
22 by mailing by certified mail at such other address as either Party may designate in a notice to the other  
23 Party given in such manner.

24 20.3. Any notice given by mail shall be considered given when deposited in the United States  
25 Mail, postage prepaid, addressed as provided herein.

26 21. ENTIRE AGREEMENT.

27 This Agreement contains the entire agreement between ICTC and CONSULTANT relating to the  
28 transactions contemplated hereby and supersedes all prior or contemporaneous agreements,  
understandings, provisions, negotiations, representations, or statements, either written or oral.

1 22. MODIFICATION.

2 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid  
3 unless the same is in writing and signed by both parties.

4 23. PARTIAL INVALIDITY.

5 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
6 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
7 impaired or invalidated in any way.

8 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

9 As used in this Agreement and whenever required by the context thereof, each number, both  
10 singular and plural, shall include all numbers, and each gender shall include a gender. CONSULTANT  
11 as used in this Agreement or in any other document referred to in or made a part of this Agreement shall  
12 likewise include both singular and the plural, a corporation, a partnership, individual, firm or person  
13 acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity  
14 or any other entity. All covenants herein contained on the part of CONSULTANT shall be joint and  
15 several if more than one person, firm or entity executes the Agreement.

16 25. WAIVER.

17 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be  
18 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of  
19 the same or any other covenant or condition.

20 26. CHOICE OF LAW.

21 This Agreement shall be governed by the laws of the State of California. This Agreement is  
22 made and entered into in Imperial County, California. Any action brought by either Party with respect  
23 to this Agreement shall be brought in a court of competent jurisdiction within said County.

24 27. ATTORNEY'S FEES.

25 If either Party herein brings an action to enforce the terms thereof or declare rights hereunder,  
26 each Party in any such action, on trial or appeal, shall bear its own attorney's fees and costs.

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1 28. AUTHORITY.

2 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants  
3 that:

4 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of  
5 CONSULTANT;

6 28.2. Such execution and delivery is in accordance with the terms of the Articles of  
7 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

8 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

9 29. COUNTERPARTS.

10 This Agreement may be executed in counterparts.

11 30. REVIEW OF AGREEMENT TERMS.

12 This Agreement has been reviewed and revised by legal counsel for both ICTC and  
13 CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting  
14 Party shall apply to the interpretation or enforcement of the same or any subsequent amendments  
15 thereto.

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1           **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first  
2 above written.

3 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

4  
5 \_\_\_\_\_  
6 Chair

7 **ATTEST:**

8  
9 \_\_\_\_\_  
10 Secretary to the Commission

11 **CONSULTANT:**

12  
13 By: \_\_\_\_\_

14  
15 **APPROVED AS TO FORM:**

16 **COUNTY COUNSEL**

17  
18 By: \_\_\_\_\_

19 Deputy County Counsel  
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